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RASIER, LLC, AND RASIER-CA, LLC
9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12

13 NATIONAL FEDERATION OF THE
BLIND OF CALIFORNIA, MICHAEL
14 KELLY, MICHAEL HINGSON, and
MICHAEL PEDERSEN,

15 Plaintiffs,

16 v.

17 UBER TECHNOLOGIES, INC., RASIER,
LLC, and RASIER-CA, LLC,
18

19 Defendants.
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Case No. 3:14-cv-04086-NC

**DEFENDANTS' ANSWER TO
PLAINTIFFS' FIRST AMENDED
COMPLAINT**

Trial Date: None set.
Complaint Filed: September 9, 2014
FAC Filed: November 12, 2014

1 Defendants UBER TECHNOLOGIES, INC., RASIER, LLC and RASIER-CA, LLC
2 (collectively, “Defendants”) submit the following Answer and Affirmative Defenses to the First
3 Amended Complaint filed by Plaintiffs on November 12, 2014. Responding to the correspondingly
4 numbered paragraphs of the First Amended Complaint (hereinafter “Complaint”), Defendants state
5 as follows:

6 **INTRODUCTION**

7 1. Answering Paragraph 1 of the Complaint, Defendants admit that Plaintiff
8 National Federation of the Blind (“NFB”) purports to bring this action on behalf of its members but
9 deny each and every claim asserted and further deny that NFB may validly bring claims in a
10 representative capacity. Defendants further admit that Plaintiffs Michael Kelly, Michael Hingson
11 and Michael Pedersen purport to sue alongside NFB. However, Defendants deny any and all
12 wrongdoing and further deny the remaining allegations in said Paragraph.

13 2. Answering Paragraph 2 of the Complaint, Defendants admit that the uberX
14 platform is offered to sighted (and blind) individuals in California, that uberX is cost-effective and
15 available in many cities in California, and that Uber offers mobile software applications to riders
16 looking for rides and independent transportation providers looking for riders. Defendants deny that
17 Uber offers a taxi service or that Uber has a fleet of drivers. Defendants further deny that Uber
18 arranges rides for customers like a taxi dispatcher.

19 3. Answering Paragraph 3 of the Complaint, Defendants lack sufficient
20 knowledge or information as to the truth of the allegations contained in this Paragraph and on that
21 basis deny said allegations.

22 4. Answering Paragraph 4 of the Complaint, Defendants deny that they provide a
23 taxi service. Defendants lack sufficient knowledge or information as to the truth of the remaining
24 allegations contained in this Paragraph and on that basis deny said allegations.

25 5. Answering Paragraph 5 of the Complaint, Defendants deny that they possess
26 the legal duty, or the contractual right, to control independent transportation providers’ provision of
27 transportation services or their compliance with the ADA. Defendants deny that they employ
28 drivers. Defendants deny they failed to take what appropriate measures they could to remedy any

1 complaints of discriminatory treatment of which they were made aware. Defendants lack sufficient
 2 knowledge or information as to the truth of the remaining allegations contained in this Paragraph and
 3 on that basis deny said allegations.

4 6. Answering Paragraph 6 of the Complaint, Defendants deny that they provide a
 5 taxi service. Defendants lack sufficient knowledge or information as to the truth of the remaining
 6 allegations contained in this Paragraph and on that basis deny said allegations.

7 7. Answering Paragraph 7 of the Complaint, Defendants deny that Uber is
 8 responsible for widespread discrimination against blind individuals with service animals.
 9 Defendants deny that any discrimination by the independent transportation providers who use the
 10 application is “widespread.” Defendants lack sufficient knowledge or information as to the truth of
 11 the remaining allegations contained in this Paragraph and on that basis deny said allegations.

12 8. Answering Paragraph 8 of the Complaint, Defendants deny that they provide a
 13 taxi service. Defendants lack sufficient knowledge or information as to the truth of the remaining
 14 allegations contained in this Paragraph and on that basis deny said allegations.

15 9. Answering Paragraph 9 of the Complaint, Defendants deny that Uber denies
 16 rides to blind rides with service animals. Defendants lack sufficient knowledge or information as to
 17 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
 18 allegations.

19 10. Answering Paragraph 10 of the Complaint, Defendants lack sufficient
 20 knowledge or information as to the truth of the remaining contained in this Paragraph and on that
 21 basis deny said allegations. Defendants, however, deny that any blind riders improperly denied
 22 service were forced to bear cancellation fees.

23 11. Answering Paragraph 11 of the Complaint, Defendants admit that Uber
 24 contends it is not a transportation provider. Defendants further admit that they are contractually
 25 prohibited from exercising control over the transportation services provided by third party
 26 transportation providers who use the uberX platform. Defendants deny any and all wrongdoing and
 27 further deny the remaining allegations in said Paragraph.

28 12. Answering Paragraph 12 of the Complaint, Defendants deny that they provide

1 a taxi service. Defendants deny that members of Plaintiff NFB of California are denied full and
 2 equal access to the uberX platform. Defendants lack sufficient knowledge or information as to the
 3 truth of the remaining allegations contained in this Paragraph and on that basis deny said allegations.

4 13. Answering Paragraph 13 of the Complaint, Defendants deny that they provide
 5 a taxi service. Defendants admit that they operate in most of California's largest cities and that the
 6 availability of the uberX platform is growing. Defendants lack sufficient knowledge or information
 7 as to the truth of the remaining allegations contained in this Paragraph and on that basis deny said
 8 allegations.

9 14. Answering Paragraph 14 of the Complaint, Defendants contend that said
 10 Paragraph does not present allegations or averments that can be admitted or denied.

11 15. Answering Paragraph 15 of the Complaint, Defendants deny that they possess
 12 the legal duty, or the ability, to control independent transportation providers' provision of
 13 transportation services or their compliance with the ADA. Defendants admit that Plaintiffs and
 14 Defendants discussed Plaintiffs' concerns prior to Plaintiffs filing the instant lawsuit, but deny any
 15 and all wrongdoing.

16 **JURISDICTION**

17 16. Answering Paragraph 16 of the Complaint, Defendants contend that these
 18 allegations are jurisdictional and do not require a response. To the extent a response is required,
 19 Defendants admit that this Court has jurisdiction over the claims alleged in Plaintiffs' Complaint to
 20 the extent those claims are brought by individuals with standing, and in particular those NFB
 21 members who are not bound by an agreement to arbitrate this dispute with Defendants.

22 17. Answering Paragraph 17 of the Complaint, Defendants contend that these
 23 allegations are jurisdictional and do not require a response. To the extent a response is required,
 24 Defendants admit that this Court has jurisdiction over the claims alleged in Plaintiffs' Complaint, but
 25 only to the extent those claims are brought by individuals with standing, and in particular those NFB
 26 members who are not bound by an agreement to arbitrate this dispute with Defendants.

27 **VENUE**

28 18. Answering Paragraph 18 of the Complaint, Defendants admit that venue is

proper in the Northern District.

19. Answering Paragraph 19 of the Complaint, Defendants deny that they operate fleets of vehicles providing taxi services in California. Defendants admit the remaining allegations in said Paragraph.

20. Answering Paragraph 20 of the Complaint, Defendants admit that they are subject to personal jurisdiction in the Northern District of California. Defendants deny any and all wrongdoing and further deny the remaining allegations in said Paragraph.

21. Answering Paragraph 12 of the Complaint, Defendants deny Plaintiffs Hingson and Pedersen have suffered injury as a result of any act or omission of Defendants. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in this Paragraph and on that basis deny said allegations.

PARTIES

22. Answering Paragraph 22 of the Complaint, Defendants admit that NFB purports to bring this action on behalf of itself and its members but deny that NFB may validly bring claims on its own behalf or in a representative capacity, particularly as it relates to members bound by arbitration agreements with Defendants. Defendants deny they have engaged in any discriminatory practices or that any such practices will occur in the future. Defendants lack sufficient knowledge or information as to the truth of the remaining allegations contained in this Paragraph and on that basis deny said allegations.

23. Answering Paragraph 23 of the Complaint, Defendants deny that Uber engages in discriminatory practices and further deny that they provide a taxi service. Defendants lack sufficient knowledge or information as to the truth of the remaining allegations contained in this Paragraph and on that basis deny said allegations.

24. Answering Paragraph 24 of the Complaint, Defendants deny that they provide a taxi service. Defendants deny they have engaged in any discriminatory practices or that Plaintiff Hingson was deterred from creating an Uber account as a result of the incidents alleged. Defendants lack sufficient knowledge or information as to the truth of the remaining allegations contained in this Paragraph and on that basis deny said allegations.

1 25. Answering Paragraph 25 of the Complaint, Defendants deny that they provide
2 a taxi service. Defendants deny they have engaged in any discriminatory practices or that any such
3 practices will occur in the future. Defendants lack sufficient knowledge or information as to the
4 truth of the remaining allegations contained in this Paragraph and on that basis deny said allegations.

5 26. Answering Paragraph 26 of the Complaint, Defendants admit that Plaintiffs
6 purport to bring this action on behalf of themselves and NFB members but deny each and every
7 claim asserted and further deny Plaintiffs may validly bring claims on an individual basis or in a
8 representative capacity.

9 27. Answering Paragraph 27 of the Complaint, Defendants admit the following:
10 that Uber Technologies, Inc. is a for-profit company based in California, that Rasier, LLC and
11 Rasier-CA, LLC are Uber's subsidiaries, that Uber has developed a smartphone application that
12 connects riders looking for transportation to independent transportation providers looking for riders,
13 and that Uber licenses the use of its application to riders and independent transportation providers
14 for a fee. However, Defendants deny any and all wrongdoing, deny that they employ drivers and
15 further deny the remaining allegations in said Paragraph.

16 28. Answering Paragraph 28 of the Complaint, Defendants admit that Rasier, LLC
17 and Rasier-CA, LLC are wholly owned subsidiaries of Uber, but only Rasier-CA, LLC operates
18 within the state of California. Defendants deny Rasier, LLC operates within the state of California.
19 Defendants contend that the remaining allegations in said Paragraph do not present allegations or
20 averments that can be admitted or denied.

21 **FACTUAL ALLEGATIONS**

22 29. Answering Paragraph 29 of the Complaint, Defendants deny that they provide
23 a taxi service or a transportation service and further deny that they employ drivers or own vehicles.
24 Defendants admit the remaining allegations in said Paragraph.

25 30. Answering Paragraph 30 of the Complaint, Defendants deny that they provide
26 a taxi service or a transportation service and further deny that they employ drivers or own vehicles.
27 Defendants admit the remaining allegations in said Paragraph.

28 31. Answering Paragraph 31 of the Complaint, Defendants deny that they provide

1 a taxi service or a transportation service, deny that they provide a fare meter, deny that they employ
2 drivers or own vehicles, deny that they notify riders when the vehicle they have requested arrives,
3 and further deny that they provide turn-by-turn directions to a rider's destination. Defendants admit
4 the remaining allegations in said Paragraph.

5 32. Answering Paragraph 32 of the Complaint, Defendants admit that the
6 transportation providers are occasionally asked to take a city knowledge test, undergo a criminal
7 background check as required by law, undergo a driving record check and present a driver's license,
8 vehicle registration and proof of insurance. Defendants deny that they provide a taxi service, deny
9 that they control which trip requests are transmitted to which transportation providers, deny they
10 "routinely" terminate their contractual relationship with transportation providers, and further deny
11 that they employ drivers or own vehicles. Defendants deny the remaining allegations in said
12 Paragraph.

13 33. Answering Paragraph 33 of the Complaint, Defendants deny that they provide
14 a taxi service. Defendants admit the remaining allegations of said Paragraph.

15 34. Answering Paragraph 34 of the Complaint, Defendants admit that vehicles
16 must meet certain requirements in order to transport riders, including requirements imposed by law
17 (i.e., that the vehicle pass an inspection). Defendants deny that they provide a taxi service and
18 further deny that they employ drivers or own vehicles. Defendants also deny the remaining
19 allegations in said Paragraph, in particular that they unilaterally impose any requirements in the way
20 of driver conduct and appearance or the way in which transportation providers provide service to
21 riders, except to the extent required by law.

22 35. Answering Paragraph 35 of the Complaint, Defendants admit that the Uber
23 application collects data regarding completed trips. Defendants deny the remaining allegations in
24 said Paragraph.

25 36. Answering Paragraph 36 of the Complaint, Defendants admit that they are
26 legally required to maintain liability insurance to cover certain claims arising from incidents that
27 may occur while independent transportation providers are logged in to the uberX platform.
28 Defendants admit that in order to utilize the Uber application, independent transportation providers

1 occasionally used an iPhone provided by Uber, though transportation providers have the option of
 2 downloading the application directly to their own phones. Defendants further admit that the Uber
 3 application provides independent transportation providers with the opportunity to accept trip
 4 requests from riders. Defendants deny that transportation providers use iPhones provided by Uber to
 5 communicate with riders. Defendants deny that they provide a taxi service and further deny that
 6 they employ drivers or provide drivers with supplies.

7 37. Answering Paragraph 37 of the Complaint, Defendants admit that Uber
 8 licenses the use of its application to riders and independent transportation providers for a fee and
 9 further admit that Uber facilitates the payment between riders and independent transportation
 10 providers. Defendants deny that riders do not pay transportation providers, deny that Defendants
 11 “compensate” transportation providers, deny that Defendants provide a taxi service, deny that they
 12 charge “fares” and further deny that they employ drivers. Defendants deny the remaining allegations
 13 in said Paragraph

14 38. Answering Paragraph 38 of the Complaint, Defendants admit that Uber’s
 15 application connects riders looking for transportation to independent transportation providers
 16 looking for riders and that Uber licenses the use of its application to riders and independent
 17 transportation providers for a fee. Defendants further admit that riders may contact Uber to request
 18 assistance retrieving property left in independent transportation providers’ vehicles. Defendants
 19 deny that they employ drivers, deny that they monitor or control or have the right to monitor or
 20 control transportation providers’ services, and deny the remaining allegations in said Paragraph.

21 39. Answering Paragraph 39 of the Complaint, Defendants admit that the
 22 California Public Utilities Commission (CPUC) issued rulemaking relating to the uberX platform on
 23 September 19, 2013. However, Defendants deny Plaintiffs’ characterization of the CPUC’s
 24 decision.

25 40. Answering Paragraph 40 of the Complaint, Defendants admit that blind
 26 individuals successfully use the uberX service to book rides with independent transportation
 27 providers. Defendants deny that they operate a taxi service. Defendants lack sufficient knowledge
 28 or information as to the truth of the remaining allegations contained in this Paragraph and on that

1 basis deny said allegations.

2 41. Answering Paragraph 41 of the Complaint, Defendants lack sufficient
3 knowledge or information as to the truth of the allegations contained in this Paragraph and on that
4 basis deny said allegations. Defendants deny that they have engaged in any discriminatory practices.

5 42. Answering Paragraph 42 of the Complaint, Defendants deny that they operate
6 a taxi service. Defendants deny that they have engaged in any discriminatory practices. Defendants
7 lack sufficient knowledge or information as to the truth of the remaining allegations contained in this
8 Paragraph and on that basis deny said allegations.

9 43. Answering Paragraph 43 of the Complaint, Defendants deny that they have
10 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
11 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
12 allegations.

13 44. Answering Paragraph 44 of the Complaint, Defendants deny that they have
14 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
15 the truth of the allegations contained in this Paragraph and on that basis deny said allegations.

16 45. Answering Paragraph 45 of the Complaint, Defendants deny that they have
17 engaged in any discriminatory practices and further deny that they operate a taxi service.
18 Defendants lack sufficient knowledge or information as to the truth of the remaining allegations
19 contained in this Paragraph and on that basis deny said allegations.

20 46. Answering Paragraph 46 of the Complaint, Defendants deny that they have
21 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
22 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
23 allegations.

24 47. Answering Paragraph 47 of the Complaint, Defendants deny that the Uber
25 website is inaccessible to blind individuals. Defendants lack sufficient knowledge or information as
26 to the truth of the remaining allegations contained in this Paragraph and on that basis deny said
27 allegations.

28 48. Answering Paragraph 48 of the Complaint, Defendants deny that they have

1 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
 2 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
 3 allegations.

4 49. Answering Paragraph 49 of the Complaint, Defendants deny that they have
 5 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
 6 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
 7 allegations.

8 50. Answering Paragraph 50 of the Complaint, Defendants deny that Uber
 9 “notified” Mr. Lyens that it had “identified” a vehicle for him, that Uber (as opposed to the Uber
 10 application) notified him his ride had been cancelled, and that the transportation provider drove an
 11 “Uber vehicle.” Defendants deny that they have engaged in any discriminatory practices.
 12 Defendants lack sufficient knowledge or information as to the truth of the remaining allegations
 13 contained in this Paragraph and on that basis deny said allegations.

14 51. Answering Paragraph 51 of the Complaint, deny that they have engaged in
 15 any discriminatory practices and deny that they operate a taxi service. Defendants lack sufficient
 16 knowledge or information as to the truth of the remaining allegations contained in this Paragraph and
 17 on that basis deny said allegations.

18 52. Answering Paragraph 52 of the Complaint, Defendants admit that they have
 19 no contractual right to control the transportation services provided by independent transportation
 20 providers using the Uber application. Defendants deny that they have failed to take what appropriate
 21 steps they can to address any discriminatory conduct by transportation providers. Defendants deny
 22 that they have engaged in any discriminatory practices. Defendants lack sufficient knowledge or
 23 information as to the truth of the remaining allegations contained in this Paragraph and on that basis
 24 deny said allegations.

25 53. Answering Paragraph 53 of the Complaint, Defendants deny that they have
 26 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
 27 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
 28 allegations.

1 54. Answering Paragraph 54 of the Complaint, Defendants deny that they have
2 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
3 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
4 allegations.

5 55. Answering Paragraph 55 of the Complaint, Defendants deny that they have
6 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
7 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
8 allegations.

9 56. Answering Paragraph 56 of the Complaint, Defendants deny that they have
10 failed to take what appropriate steps they can to address any discriminatory conduct by
11 transportation providers. Defendants deny that they have engaged in any discriminatory practices.
12 Defendants lack sufficient knowledge or information as to the truth of the remaining allegations
13 contained in this Paragraph and on that basis deny said allegations.

14 57. Answering Paragraph 57 of the Complaint, Defendants deny that they have
15 failed to take what appropriate steps they can to address any discriminatory conduct by
16 transportation providers. Defendants deny that they have engaged in any discriminatory practices.
17 Defendants lack sufficient knowledge or information as to the truth of the remaining allegations
18 contained in this Paragraph and on that basis deny said allegations.

19 58. Answering Paragraph 58 of the Complaint, Defendants deny that the Uber
20 website is inaccessible to blind individuals. Defendants deny that they have engaged in any
21 discriminatory practices. Defendants lack sufficient knowledge or information as to the truth of the
22 remaining allegations contained in this Paragraph and on that basis deny said allegations.

23 59. Answering Paragraph 59 of the Complaint, Defendants deny that they have
24 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
25 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
26 allegations.

27 60. Answering Paragraph 60 of the Complaint, Defendants deny that the Uber
28 website is inaccessible to blind individuals. Defendants deny that they have engaged in any

1 discriminatory practices. Defendants lack sufficient knowledge or information as to the truth of the
2 remaining allegations contained in this Paragraph and on that basis deny said allegations.

3 61. Answering Paragraph 61 of the Complaint, Defendants deny that they have
4 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
5 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
6 allegations.

7 62. Answering Paragraph 62 of the Complaint, Defendants deny that they have
8 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
9 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
10 allegations.

11 63. Answering Paragraph 63 of the Complaint, Defendants deny that they have
12 failed to take what appropriate steps they can to address any discriminatory conduct by
13 transportation providers. Defendants deny that they have engaged in any discriminatory practices.
14 Defendants lack sufficient knowledge or information as to the truth of the remaining allegations
15 contained in this Paragraph and on that basis deny said allegations.

16 64. Answering Paragraph 64 of the Complaint, Defendants deny that Uber's
17 rating system disparately affects blind riders with service animals or that it reduces their access to
18 transportation options. Defendants admit that Uber offers a five star rating scale whereby both riders
19 and independent transportation providers can rate each other and further admits that riders and
20 independent transportation providers can view each other's star ratings once a ride is arranged.
21 Defendants lack sufficient knowledge or information as to the truth of the remaining allegations
22 contained in this Paragraph and on that basis deny said allegations.

23 65. Answering Paragraph 65 of the Complaint, Defendants deny that they have
24 failed to take what appropriate steps they can to address any discriminatory conduct by
25 transportation providers. Defendants deny that they have engaged in any discriminatory practices.
26 Defendants admit that they do not have the right to control the services provided by the independent
27 transportation providers who use Uber's application. Defendants deny that they employ drivers.
28 Defendants lack sufficient knowledge or information as to the truth of the remaining allegations

1 contained in this Paragraph and on that basis deny said allegations.

2 66. Answering Paragraph 66 of the Complaint, Defendants deny that they have
3 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
4 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
5 allegations.

6 67. Answering Paragraph 67 of the Complaint, Defendants admit that, to their
7 knowledge at this time, Plaintiff Hingson has not created an Uber account. Defendants deny they
8 have engaged in any discriminatory practices or that Plaintiff Hingson was deterred from creating an
9 Uber account as a result of the incidents alleged. Defendants lack sufficient knowledge or
10 information as to the truth of the remaining allegations contained in this Paragraph and on that basis
11 deny said allegations.

12 68. Answering Paragraph 68 of the Complaint, Defendants deny that they operate
13 a taxi service. Defendants deny that Plaintiff Hingson was deterred from creating an Uber account
14 as a result of the incidents alleged. Defendants lack sufficient knowledge or information as to the
15 truth of the remaining allegations contained in this Paragraph and on that basis deny said allegations.

16 69. Answering Paragraph 69 of the Complaint, Defendants deny that Plaintiff
17 Hingson was deterred from creating an Uber account as a result of the incidents alleged. Defendants
18 lack sufficient knowledge or information as to the truth of the remaining allegations contained in this
19 Paragraph and on that basis deny said allegations.

20 70. Answering Paragraph 70 of the Complaint, Defendants deny that Plaintiff
21 Hingson was deterred from creating an Uber account as a result of the incidents alleged. Defendants
22 lack sufficient knowledge or information as to the truth of the remaining allegations contained in this
23 Paragraph and on that basis deny said allegations.

24 71. Answering Paragraph 71 of the Complaint, Defendants deny that Plaintiff
25 Hingson was deterred from creating an Uber account as a result of the incidents alleged. Defendants
26 lack sufficient knowledge or information as to the truth of the remaining allegations contained in this
27 Paragraph and on that basis deny said allegations.

28 72. Answering Paragraph 72 of the Complaint, Defendants deny that they possess

1 the right to control the services provided by the independent transportation providers who use Uber's
2 application. Defendants deny they have engaged in any discriminatory practices. Defendants deny
3 that they employ drivers. Defendants lack sufficient knowledge or information as to the truth of the
4 remaining allegations contained in this Paragraph and on that basis deny said allegations.

5 73. Answering Paragraph 73 of the Complaint, Defendants deny they have
6 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
7 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
8 allegations.

9 74. Answering Paragraph 74 of the Complaint, Defendants deny they have
10 engaged in any discriminatory practices. Defendants lack sufficient knowledge or information as to
11 the truth of the remaining allegations contained in this Paragraph and on that basis deny said
12 allegations.

13 75. Answering Paragraph 75 of the Complaint, Defendants admit that Plaintiffs
14 seek implementation of the listed policies. However, Defendants deny they have engaged in any
15 discriminatory practices. Defendants deny that they control or possess the right to control the
16 services provided by the independent transportation providers who use Uber's application.
17 Defendants further deny that they employ drivers. Defendants deny the remaining allegations in said
18 Paragraph.

19 76. Answering Paragraph 76 of the Complaint, Defendants deny they have
20 engaged in any discriminatory practices. Defendants deny that they control or possess the right to
21 control the services provided by the independent transportation providers who use Uber's
22 application. Defendants admit that Plaintiffs and Defendants discussed Plaintiffs' concerns prior to
23 litigation being initiated, and that no resolution was reached. However, Defendants deny any and all
24 wrongdoing, deny that they failed to take what appropriate measures they could to address any
25 discriminatory conduct experienced by riders, and further deny the remaining allegations in said
26 Paragraph.

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FIRST CAUSE OF ACTION

Violation of Title III of the Americans with Disabilities Act

(42 U.S.C. § 12101, et seq.)

77. Answering Paragraph 77 of the Complaint, Defendants incorporate by reference their admissions and denials set forth in the preceding Paragraphs.

78. Answering Paragraph 78 of the Complaint, Defendants lack sufficient knowledge or information as to the truth of the allegations contained in this Paragraph and on that basis deny said allegations.

79. Answering Paragraph 79 of the Complaint, Defendants contend that said Paragraph does not present allegations or averments that can be admitted or denied.

80. Answering Paragraph 80 of the Complaint, Defendants deny each and every allegation of said Paragraph.

81. Answering Paragraph 81 of the Complaint, Defendants contend that said Paragraph does not present allegations or averments that can be admitted or denied.

82. Answering Paragraph 82 of the Complaint, Defendants deny each and every allegation of said Paragraph.

83. Answering Paragraph 83 of the Complaint, Defendants contend that said Paragraph does not present allegations or averments that can be admitted or denied.

84. Answering Paragraph 84 of the Complaint, Defendants deny that they control or possess the right to control the services provided by the independent transportation providers who use Uber's application. Defendants deny that they employ drivers and further deny the remaining allegations in said Paragraph.

85. Answering Paragraph 85 of the Complaint, Defendants contend that said Paragraph does not present allegations or averments that can be admitted or denied.

86. Answering Paragraph 86 of the Complaint, Defendants contend that said Paragraph does not present allegations or averments that can be admitted or denied.

87. Answering Paragraph 87 of the Complaint, Defendants deny each and every allegation of said Paragraph.

1 88. Answering Paragraph 88 of the Complaint, Defendants deny each and every
2 allegation of said Paragraph.

3 89. Answering Paragraph 89 of the Complaint, Defendants contend that said
4 Paragraph does not present allegations or averments that can be admitted or denied.

5 90. Answering Paragraph 90 of the Complaint, Defendants deny each and every
6 allegation of said Paragraph.

7 91. Answering Paragraph 91 of the Complaint, Defendants contend that said
8 Paragraph does not present allegations or averments that can be admitted or denied.

9 92. Answering Paragraph 92 of the Complaint, Defendants deny each and every
10 allegation of said Paragraph.

11 93. Answering Paragraph 93 of the Complaint, Defendants contend that said
12 Paragraph does not present allegations or averments that can be admitted or denied.

13 94. Answering Paragraph 94 of the Complaint, Defendants deny that they control
14 or possess the right to control the services provided by the independent transportation providers who
15 use Uber's application. Defendants deny that they employ drivers and further deny the remaining
16 allegations in said Paragraph.

17 95. Answering Paragraph 95 of the Complaint, Defendants contend that said
18 Paragraph does not present allegations or averments that can be admitted or denied.

19 96. Answering Paragraph 96 of the Complaint, Defendants deny each and every
20 allegation of said Paragraph.

21 97. Answering Paragraph 97 of the Complaint, Defendants contend that said
22 Paragraph does not present allegations or averments that can be admitted or denied.

23 98. Answering Paragraph 98 of the Complaint, Defendants deny each and every
24 allegation of said Paragraph.

25 99. Answering Paragraph 99 of the Complaint, Defendants contend that said
26 Paragraph does not present allegations or averments that can be admitted or denied.

27 100. Answering Paragraph 100 of the Complaint, Defendants deny that they
28 control or possess the right to control the services provided by the independent transportation

1 providers who use Uber's application. Defendants deny that they employ drivers and further deny
2 the remaining allegations in said Paragraph.

3 101. Answering Paragraph 101 of the Complaint, Defendants contend that said
4 Paragraph does not present allegations or averments that can be admitted or denied.

5 102. Answering Paragraph 102 of the Complaint, Defendants deny that they
6 control or possess the right to control the services provided by the independent transportation
7 providers who use Uber's application. Defendants deny that they employ drivers and further deny
8 the remaining allegations in said Paragraph.

9 103. Answering Paragraph 103 of the Complaint, Defendants deny that they
10 control or possess the right to control the services provided by the independent transportation
11 providers who use Uber's application. Defendants deny Plaintiffs have standing to secure injunctive
12 relief, particularly on behalf of NFB members who are bound by arbitration agreements with
13 Defendants. Defendants deny that they employ drivers and further deny the remaining allegations in
14 said Paragraph.

15 104. Answering Paragraph 104 of the Complaint, Defendants deny Plaintiffs have
16 standing to secure injunctive relief, particularly on behalf of NFB members who are bound by
17 arbitration agreements with Defendants. Defendants deny the allegation contained in said
18 Paragraph.

19 **SECOND CAUSE OF ACTION**

20 **Violation of the California Unruh Civil Rights Act**

21 **(California Civil Code §§ 51 & 52)**

22 105. Answering Paragraph 105 of the Complaint, Defendants incorporate by
23 reference their admissions and denials set forth in the preceding Paragraphs.

24 106. Answering Paragraph 106 of the Complaint, Defendants contend that said
25 Paragraph does not present allegations or averments that can be admitted or denied.

26 107. Answering Paragraph 107 of the Complaint, Defendants deny that they
27 control or possess the right to control the services provided by the independent transportation
28 providers who use Uber's application. Defendants deny that they employ drivers or own the

1 vehicles that provide transportation services to the general public in California.

2 108. Answering Paragraph 108 of the Complaint, Defendants contend that said
3 Paragraph does not present allegations or averments that can be admitted or denied.

4 109. Answering Paragraph 109 of the Complaint, Defendants deny each and every
5 allegation of said Paragraph.

6 110. Answering Paragraph 110 of the Complaint, Defendants deny the following
7 allegations: that they operate a taxi service, that their actions constitute violations of the Unruh Civil
8 Rights Act and that Plaintiffs are entitled to injunctive relief. Defendants lack sufficient knowledge
9 or information as to the truth of the remaining allegations contained in this Paragraph and on that
10 basis deny said allegations.

11 111. Answering Paragraph 111 of the Complaint, Defendants deny each and every
12 allegation of said Paragraph.

13 **THIRD CAUSE OF ACTION**

14 **Violation of the California Disabled Persons Act**

15 **(California Civil Code §§ 54-54.3)**

16 112. Answering Paragraph 112 of the Complaint, Defendants incorporate by
17 reference their admissions and denials set forth in the preceding Paragraphs.

18 113. Answering Paragraph 113 of the Complaint, Defendants contend that said
19 Paragraph does not present allegations or averments that can be admitted or denied.

20 114. Answering Paragraph 114 of the Complaint, Defendants contend that said
21 Paragraph does not present allegations or averments that can be admitted or denied.

22 115. Answering Paragraph 115 of the Complaint, Defendants deny each and every
23 allegation of said Paragraph.

24 116. Answering Paragraph 116 of the Complaint, Defendants deny that they
25 control or possess the right to control the services provided by the independent transportation
26 providers who use Uber's application. Defendants deny that they operate a taxi service and further
27 deny that they employ drivers or own any vehicles. Defendants deny that their actions violate the
28 ADA or California Civil Code §§ 54-54.3. Defendants lack sufficient knowledge or information as

1 to the truth of the remaining allegations contained in this Paragraph and on that basis deny said
2 allegations.

3 117. Answering Paragraph 117 of the Complaint, Defendants admit that Plaintiffs
4 seek declaratory relief but deny that Plaintiffs are entitled to any such relief and further deny any
5 wrongdoing.

6 118. Answering Paragraph 118 of the Complaint, Defendants deny each and every
7 allegation of said Paragraph.

8 119. Answering Paragraph 119 of the Complaint, Defendants contend that said
9 Paragraph does not present allegations or averments that can be admitted or denied.

10 **FOURTH CAUSE OF ACTION**

11 **(Declaratory Relief on Behalf of Plaintiffs)**

12 120. Answering Paragraph 120 of the Complaint, Defendants incorporate by
13 reference their admissions and denials set forth in the preceding Paragraphs.

14 121. Answering Paragraph 121 of the Complaint, Defendants admit that Plaintiffs
15 contend an actual controversy has arisen between the parties. Defendants deny that they control or
16 possess the right to control the services provided by the independent transportation providers who
17 use Uber's application. Defendants deny the remaining allegations of said Paragraph.

18 122. Answering Paragraph 122 of the Complaint, Defendants deny the allegation of
19 said Paragraph.

20 **PRAYER FOR RELIEF**

21 123. Answering Paragraph 123 of the Complaint, Defendants admit that Plaintiffs
22 seek the remedy set forth in said Paragraph but deny that Plaintiffs are entitled to any such relief and
23 further denies any wrongdoing. Defendants deny that NFB may seek recovery on a representative
24 basis.

25 124. Answering Paragraph 124 of the Complaint, Defendants admit that Plaintiffs
26 seek the remedy set forth in said Paragraph but deny that Plaintiffs are entitled to any such relief and
27 further denies any wrongdoing.

28 125. Answering Paragraph 125 of the Complaint, Defendants admit that Plaintiffs

1 seek the remedy set forth in said Paragraph but deny that Plaintiffs are entitled to any such relief and
2 further denies any wrongdoing.

3 126. Answering Paragraph 126 of the Complaint, Defendants admit that Plaintiffs
4 seek the remedy set forth in said Paragraph but deny that Plaintiffs are entitled to any such relief and
5 further denies any wrongdoing.

6 127. Answering Paragraph 127 of the Complaint, Defendants admit that Plaintiffs
7 seek the remedy set forth in said Paragraph but deny that Plaintiffs are entitled to any such relief and
8 further denies any wrongdoing.

9 **AFFIRMATIVE DEFENSES**

10 **FIRST AFFIRMATIVE DEFENSE**

11 Plaintiffs' Complaint and each purported cause of action asserted against Defendants
12 therein fails to set forth facts sufficient to constitute a claim and/or state a claim upon which relief
13 may be granted.

14 **SECOND AFFIRMATIVE DEFENSE**

15 Defendants do not provide a public transportation service or operate a taxi service
16 within the meaning of 42 U.S.C. § 12184(a); 49 C.F.R. §§ 37.29, 37.3, 37.5.

17 **THIRD AFFIRMATIVE DEFENSE**

18 Defendants do not own, operate or lease a place of public accommodation or operate
19 a demand responsive system within the meaning of 42 U.S.C. § 12182.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 The practices allegedly engaged in by the independent transportation providers
22 identified in the Complaint are not the practices of Defendants, as the independent transportation
23 providers are neither employees nor agents of Defendants as a matter of law, and Defendants are not,
24 for purposes of the causes of action asserted in this matter, legally responsible for those practices.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 Defendants allege that each Plaintiff lacks standing to bring the causes of action
27 asserted in the Complaint because their alleged injuries are not actual or imminent.

SIXTH AFFIRMATIVE DEFENSE

Defendants allege that NFB lacks associational standing because it cannot seek relief on behalf of members bound by Uber's arbitration agreement and it cannot abandon a portion of its membership to sue only on behalf of members not bound by Uber's arbitration agreement. The existence of the arbitration agreement creates the necessity of individual participation by NFB's members.

SEVENTH AFFIRMATIVE DEFENSE

Defendants allege that NFB lacks standing to pursue the broad relief it seeks on behalf of its members given that it can only secure relief on behalf of those members not bound by arbitration agreements. Because there are so few individual NFB members allegedly harmed by the practices alleged who are not bound by arbitration agreements with Defendants, those individuals are better suited to pursue the recovery sought. Alternatively, *assuming arguendo* Plaintiffs are entitled to any relief, which Defendants deny, any relief to which NFB may be entitled is permitted only to the extent its members not bound by arbitration agreements were injured.

EIGHTH AFFIRMATIVE DEFENSE

Defendants allege that the requested statewide injunctive relief is inappropriate because there exists no common corporate policy of Defendants, applicable across California.

NINTH AFFIRMATIVE DEFENSE

Defendants allege that Plaintiffs' claims for relief are barred or limited by the applicable statutes of limitations.

TENTH AFFIRMATIVE DEFENSE

Defendants allege that modifying Defendants' policies, practices, or procedures in the manner identified in the Complaint would fundamentally alter the nature of Defendants' services, facilities, privileges or accommodations.

ELEVENTH AFFIRMATIVE DEFENSE

Defendants allege that Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not suffered, and will not suffer, irreparable harm as a result of any of the alleged conduct and/or omissions of Defendants.

TWELFTH AFFIRMATIVE DEFENSE

Defendants allege that Plaintiffs' lack standing because Plaintiffs are not "aggrieved persons."

THIRTEENTH AFFIRMATIVE DEFENSE

Defendants allege that modifying Defendants' policies, practices, or procedures in the manner identified in the Complaint would cause undue hardship to Defendants.

FOURTEENTH AFFIRMATIVE DEFENSE

If Defendants are responsible in any respect for any injuries or damages suffered by Plaintiffs, which Defendants expressly deny, such injuries or damages have been caused by or contributed to by others, and Defendants' proportional liability, if any, should be reduced to the extent thereof.

WHEREFORE, Defendants UBER TECHNOLOGIES, INC., RASIER, LLC and RASIER-CA, LLC deny that Plaintiffs are entitled to judgment in any amount whatsoever, and respectfully submit that the entire Complaint should be dismissed in its entirety on the merits and with prejudice, and that UBER TECHNOLOGIES, INC., RASIER, LLC and RASIER-CA, LLC be awarded their costs incurred in defending this lawsuit, including their reasonable attorneys' fees, as well as such other legal and equitable relief as the Court deems proper.

Dated: May 1, 2015

/s/ Andrew M. Spurchise

ANDREW M. SPURCHISE

EMILY E. O'CONNOR

LITTLER MENDELSON, P.C.

Attorneys for Defendants

UBER TECHNOLOGIES, INC., RASIER,
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